

**DISTRICT OF COLUMBIA
OFFICE OF PROPERTY
MANAGEMENT**

**IN-LEASE
DEFINITIONS**

“Agent” means a party’s agent, officer, or employee.

“Alteration” means any improvement, addition, alteration, fixed decoration, substitution, replacement or modification, structural or otherwise, made by the District in or to the Premises or the Building, but does not include removable fixtures, furniture, or equipment.

“Annual Rental” means the total of Shell Rental, Operating Costs, and Tenant Improvement Allowance, if any, due under the Lease and as set forth for the initial Lease Year in Section II(8a) on DC OPM Form L-102TIA.

“Base Building Conditions” is the exterior of the Building, the demising walls (if any), load bearing elements, foundations, roof, slab ceilings, slab flooring, mechanical core areas, and other aspects of the Building that form a part of the Building as opposed to leasehold improvements and includes Building Structures and Systems.

“BOMA Measurement Standard” or **“BOMA”** means the Building Owners and Managers Association Standard Method for Measuring Floor Area in Office Building (BOMA/ANSI Z65.1-1996) for rentable floor area (i.e. District’s gross square footage of the entire office floor, minus the elevator core, flues, pipe shafts, vertical ducts, balconies, stairwell areas, and other

similar columns and projections).

“Building” means the building specified in Section I(1) on DC OPM Form L-102TIA.

“Building Hours” means, unless otherwise specified on DC OPM Form L-102TIA, the hours between 7:00 a.m. to 7:00 p.m. Monday through Friday, and between 8:00 am to 2:00 pm on Saturday (excluding legal holidays recognized by the District of Columbia),

“Building Structures and Systems” is the Building standard mechanical, electrical, telephone/telecommunication systems, lighting, HVAC and plumbing systems, elevator core and mechanical systems, safety and environmental management systems, pipes and conduits that are provided by Landlord in the operation of the Building, including any system or equipment installed for the purposes of keeping below-grade levels dry, columns, plate glass windows, window cleaning tracks, atrium, loading docks, grounds, parking garage, all mechanical and janitorial closets, and all other structures or systems serving the Building.

“Chief Property Management Officer” means the Director of the Office of Property Management, the executive agency within the Government of the District of Columbia authorized, pursuant to D.C. Official Code § 10-1001, *et seq.*, to manage leased space and other real property assets of the District.

“Common Areas” means elevators, hallways, stairways, public bathrooms, sidewalks, driveways, parking areas, loading docks, common entrances, lobbies and other similar public areas

and access ways in or on the Property.

“CPI” means the Consumer Price Index (DC-MD-VA-WV, Urban Wage Worker and Clerical Workers, 1996=100).

“District Default” is defined in Section 18.1(a) on DC OPM Form L-104.

“District” means the District of Columbia, by and through its Office of Property Management, as the tenant under this Lease.

“Environmental Default” means any of the following caused by District: a violation of Environmental Laws; a release, spill or discharge of Hazardous Materials on or from the Premises, the Building or the Land; or an environmental condition requiring responsive action.

“Environmental Law” means any present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Building or the Land and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq.; the Occupational

Safety and Health Act, 29 U.S.C. § 651 et seq.; and any so-called “Super Fund” or “Super Lien” law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions and decrees now or hereafter promulgated thereunder).

“Event of Default” is either a District Default or a Landlord Default, as the case may be.

“Failure of Strategic Services” means any of the following except to the extent caused solely by the District: (i) failure to provide electricity, heating, lighting, ventilation, air conditioning, running water, plumbing, or Building security; (ii) if the Premises are located above the ground floor, failure to have at least one (1) passenger elevator operational in the Building servicing the Premises during Building Hours; and (iii) failure to provide functioning sprinklers or smoke detectors in the Premises as required by any applicable Laws.

“False Claims Provisions” means D.C. Official Code §§ 2-308.13 - 2-308.19.

“FOIA” means D.C. Freedom of Information Act, D.C. Official Code § 2-531, *et seq.*

“Force Majeure Event” means any of the following that directly cause any of a party’s obligations under the Agreement not to be performed in a timely manner: an act of God (including fire, flood, earthquake, hurricane, or other natural disaster) explosion, war, acts of terrorism (as defined by the United Nations Security Council), insurrection,

riot, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or unavailability of transportation, strike, lockout, or other actions of labor unions, or any other cause, whether similar or dissimilar to the foregoing that is not within the reasonable control of the party or caused by the fault or negligence of such party.

“Hazardous Materials” means (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any other applicable Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (b) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; and (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product and any other substance the presence of which could be detrimental to the Building or the Land or hazardous to health or the environment.

“Land” means the Square and Lot on which the Premises is located or, if on

multiple Lots, then such Lots collectively.

“Landlord Default” is defined in Section 18.2(a) on DC OPM Form L-104.

“Landlord Payment Address” is set forth in Section 4(a) on DC OPM Form L-100, as may be revised in accordance with the notice provisions of this Lease.

“Landlord Representative” means

“Laws” means all applicable laws (including, without limitation, the Americans with Disabilities Act (the “ADA”), 101 P.L. 336; 104 Stat. 327, together with the requirements under Title II and Title III of the ADA) and the regulations promulgated thereunder, as the same may be amended from time to time, ordinances (including without limitation, zoning ordinances and land use requirements), codes, regulations, orders, rules and regulations of the District of Columbia, the United States or other governmental or quasi-governmental entities.

“Lease Commencement Date” means the date the Lease is fully executed subject, if the annual rent for a twelve (12) month period is equal to or greater than \$1,000,000, to the prior approval of the Lease by the Council of the District of Columbia pursuant to D.C. Official Code § 1-204.51(b) and D.C. Official Code § 10-1008, set forth in Section III(14)(d) on DC OPM Form L-102TIA.

“Lease Term” is the period set forth in Section III(14) on DC OPM Form L-102TIA, together with any extensions thereto, in all events subject to the availability of appropriated funds.

“Lease Year” means a period of twelve (12) consecutive months commencing on the Lease Commencement Date, and each successive twelve (12) month period thereafter until the Lease Term ends.

“Operating Costs” means the amount due from the District as a part of Annual Rental and as set forth for the initial Lease Year in Section II(8)(b) on DC OPM Form L-102TIA.

“Permitted Recipient” means the officers and employees of the District who are involved in lease administration, any employees of District’s auditor involved with an audit, or any person or entity to whom disclosure is required by D.C. Official Code § 2-531 *et seq.* (2001) or any other applicable Laws.

“Premises” means the premises as set forth in Section I on DC OPM Form L-102TIA.

“Property” means the Building and Land.

“Real Estate Taxes” is the real estate taxes attributable to the Premises in proportion to the Building, calculated by dividing BOMA rentable square footage of the Building by the BOMA rentable square footage of the Premises, as set forth in Section II(28) on DC OPM Form L-101.

“Rent Commencement Date” shall be the Lease Commencement Date unless otherwise specified in Section III(19) on DC OPM Form L-102TIA.

“Representatives” means that party’s affiliates, shareholders, partners, directors, officers, trustees, employees, members, agents and representatives

(and any past, present or future board member, partner, trustee, director, member, officer, employee, agent, representative or advisor of any of them).

“Shell Rental” is the amount due from District as a part of Annual Rental and as set forth for the initial Lease Year in Section II(8)(e) on DC OPM Form L-102TIA. Shell Rental is inclusive of Real Estate Taxes.

“Tenant Improvements” are any Alterations to the Premises to be provided by the Landlord under the terms and conditions set forth in a work agreement substantially in the form of DC OPM Form A-103.

“Tenant Improvements Allowance” is the amount set forth, if any, in Section II(9)(c) on DC OPM Form L-102TIA.